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3  
4 BILL NO. S-77-11-10

5 SPECIAL ORDINANCE NO. S- 246-77

6 AN ORDINANCE approving a contract with  
7 Graybar Electric Company for materials  
8 for City Street Lighting Department.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated October 19, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Graybar Electric Company, for:

14 100,000 Ft. 2/C #4 Alum Wire - 600 Volt

15 XLP Insulated - Yellow and Black

16 TOTAL: \$13,215.00

17 all as more particularly set forth on City Utilities Purchase  
18 Order No. 9326, which is on file in the Office of the Department  
19 of Purchasing and is by reference incorporated herein, made a  
20 part hereof and is hereby in all things ratified, confirmed and  
21 approved.

22 SECTION 2. This Ordinance shall be in full force and  
23 effect from and after its passage and approval by the Mayor.

24  
25  
26   
27 \_\_\_\_\_  
28 Councilman

29  
30  
31  
32  
33 APPROVED AS TO FORM  
34 AND LEGALITY,  
35   
CITY ATTORNEY

Read the first time in full and on motion by MOSES, seconded by HINGA, and duly adopted, read the second time by title and referred to the Committee on Public Works. (and the City Plan Commission for recommendation) and ~~Public Hearing to be held after due legal notice~~, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 11-8-77

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by MOSES, seconded by HINGA, and duly adopted, placed on its passage.  
PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-22-77

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) No. 2-246-77 on the 22nd day of November, 1977  
ATTEST: (SEAL) \_\_\_\_\_  
Charles W. Westerman CITY CLERK  
John Nuckols PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of November, 1977, at the hour of 11:00 o'clock A M., E.S.T.  
Charles W. Westerman  
CITY CLERK

Approved and signed by me this 25th day of November, 1977,  
at the hour of 10:00 o'clock A M., E.S.T.  
Robert Elamstrong  
MAYOR

Bill No. S-77-11-10

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with Graybar Electric Company for materials for  
City Street Lighting Department

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

11.22.77 CONCURRED IN  
DATE CHARLES W. WESTERMAN, CITY CLERK

# CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES  
ROOM 950 CITY - COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

Graybar Electric Company  
5425 Distribution Drive  
Fort Wayne, Indiana 46825

ORIGINAL  
PURCHASE ORDER NO. 9326

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE October 19, 1977

SHIP TO --

City Street Lighting Dept.  
1701 South Lafayette Street  
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO --  
**CITY UTILITIES**  
**GENERAL ACCOUNTING**  
**4th FLOOR CITY - COUNTY BUILDING**  
**NUMBER ONE EAST MAIN STREET**  
**FORT WAYNE, INDIANA 46802**  
INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	TOTAL
	100,000	Ft. 2/C #4 Alum Wire- 600 Volt XLP Insulated - Yellow and Black	132.15/M ft.	\$13,215.00
<p>154.01</p> <p>APPROVED <i>Henry P. Wehrenberg</i> Board of Public Works SUBJECT TO COUNCILMANIC APPROVAL <i>Edward W. Lamer</i> Per Quote #0026 Net 30 F.O.B. S/P Freight Allowed Ship: 8 - 10 weeks A.R.O. week of 12/19/77 or sooner <i>Map G. Scott</i></p> <p>RW/pl #77-118</p>				

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY \_\_\_\_\_  
CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

FORM U-55

## City Utilities

PURCHASE REQUISITION

Deane Westing Co.  
5425 Distribution  
46825

Date 10-5-77

Please order the following Material for Delivery as Specified:

To be delivered to CITY STREET LIGHTING - 170' LAFAYETTE Reg. No. 72118On or before \_\_\_\_\_ P. O. No. 9370

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED COST
100,000	3/4 #4 ALUM WIRE - 600 VOLT.	15401	
	XLP INSULATED - YELLOW AND		
	BLAC.		
		\$132.15/m ft.	
	Subj. to Councilman's Approval.		\$13,215.
	Per Quote #0026		
	Net 30		
	RUSH	7.O.B. 5/P Int. allowed	
	MAINT. & STOCK	Ship 8-10 wks.	
		A.R.O. week 12/19/77	
REMARKS:	CEO <u>CHB</u>		
	10-6-77 10/7/77		

I hereby certify that the work or supplies above specified are necessary for stock or use in this department.

Department

Street Lighting

John T. Shoulders  
Dept. Head

Charge Light

Water

Sewer

Rev

100,000 Ft. LIT #1 ALUM WT #2  
500 MTS LIT #1 ALUM WT #2  
700 MTS LIT #1 ALUM WT #2

Total

100,000 Electric

143.45/M Ft.

\$14,349.00

General Electric Supply

139.70/M Ft.

\$13,970.00

Graybar Electric Co.

132.15/M Ft.

\$13,215.00

National Mill Supply

144.99/M Ft.

\$14,499.00

All Phase Electric

No Bid

Central Supply Company

145.95/M Ft.

\$14,595.00

DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 7, 1977

Request for Quotation No. 0026

To be considered your quotation must be received by M. October 17, 1977

To:

- ☒ Westinghouse electric
- ☒ General Elec. Supply *131.73/10*
- ☒ Graybar Electric
- ☒ National Mill Supply *14,499.00 - 144199/10*
- ☒ All Phase Electric
- ☒ Central Supply Company

Quantity	Unit	Unit Price	Trade Disc.	Extens.
100,000				
	2/C #4 Alum. Wire - 600 Volt XLP Insulated - Yellow and Black			
	Mark Quotation Envelope, "Quote No. <u>0026</u> Due Date <u>10-17-77</u> "			

Following Must Be Complete

Terms: \_\_\_\_\_

F.O.B. - Indicate Which of Following (Check)

Destination: \_\_\_\_\_

Shipping Point \_\_\_\_\_

Freight Allowed: \_\_\_\_\_

Shipping Point: \_\_\_\_\_

Shipping Schedule: \_\_\_\_\_

Shipping Weight: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

*Ruth Winget*  
Ruth Winget - Buyer

## DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 7, 1977Request for Quotation No. 0026To be considered your quotation must be received by M. October 17, 1977

To: Graybar Electric  
5425 Distribution Drive  
Fort Wayne, Indiana 46825

Quantity	Unit		Unit	Trade	
			Price	Disc.	Extens
10,000		2/C #4 Alum. Wire - 600 Volt XLP Insulated - Yellow and Black	132.15M		13,215. <sup>00</sup>
		Mark Quotation Envelope, "Quote No. <u>0026</u> Due Date <u>10-17-77</u> "			

Following Must Be CompleteTerms: Net 30 Days

O.B. - Indicate Which of Following (Check)

Destination: \_\_\_\_\_

Shipping Point \_\_\_\_\_

Freight Allowed: X

Shipping Point: \_\_\_\_\_

Shipping Schedule: 8-10 wks. upon receipt of orderSigned: R. A. ZuberDate: 10-17-77

Ruth Winget  
Ruth Winget - Buyer



CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 7, 1977

Request for Quotation No. 0026

To be considered your quotation must be received by                      M. October 17, 1977

To: Westinghouse Electric  
125 East Murray Street  
Fort Wayne, Indiana 46803

Quantity	Unit	Unit Price	Trade Disc.	Extens.
10,000	2/C #4 Alum. Wire - 600 Volt XLP Insulated - Yellow and Black	143.49 <sup>m</sup>	NET	14,349. <sup>c</sup>
		Mark Quotation Envelope, "Quote No. <u>0026</u> Due Date <u>10-17-77</u> "		

Following Must Be Complete

Items: 100 30 days

O.B. - Indicate Which of Following (Check)

Destination:                     

Shipping Point:                     

Freight Allowed: ✓

Shipping Point:                     

Shipping Schedule: 2 wks

Shipping Weight:                     

Signed: Orin D. Williams

Date: 10-17-77

Ruth Winget  
Ruth Winget - Buyer

CITY OF FORT WAYNE  
DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

Date October 7, 1977

Request for Quotation No. 0026

To be considered your quotation must be received by                      M. October 17, 1977

To: Central Supply Company  
701 East Wallace Street  
Fort Wayne, Indiana 46803

Quantity	Unit		Unit Trade		
			Price	Disc.	Extens.
20,000		2/C #4 Alum. Wire - 600 Volt XLP Insulated - Yellow and Black  2500' Reels STD. PUT UP CODE NAME SHELTON GENERAL CABLE	<del>145.95</del> 145.95	—	\$2919.00
		Mark Quotation Envelope, "Quote No. <u>0026</u> Due Date <u>10-17-77</u> "			

Following Must Be Complete

RFMS: NET 30 DAYS

O.B. - Indicate Which of Following (Check)

Destination:                     

Shipping Point                     

Freight Allowed: ☒

Shipping Point:                     

Shipping Schedule: 6 WEEKS

Signed: [Signature]

Date: 10-14-77

[Signature]  
Ruth Winget - Buyer

**DEPARTMENT OF PURCHASES**

One Main Street  
Fort Wayne, Indiana 46802

Date October 7, 1977

Request for Quotation No. 0026

To be considered your quotation must be received by                      M. October 17, 1977

To: National Mill Supply  
5501 Distribution Drive  
Fort Wayne, Indiana 46825

Quantity	Unit		Unit	Trade	Extens
			Price	Disc.	
30,000		2/C #4 Alum. Wire - 600 Volt XLP Insulated - Yellow and Black	144.99/100'		\$14,499.00
		Based on .53 AL Subject to Escalation 14 - 16 Weeks delivery			
		Mark Quotation Envelope, "Quote No. <u>0026</u> Due Date <u>10-17-77</u> "			

Following Must Be Complete

Terms: NET

NO.B. - Indicate Which of Following (Check)

Destination:                     

Shipping Point  
Freight Allowed:                     

Shipping Point: your plant

Shipping Schedule:                     

Signed: C. Ludwig  
Date: 10-19-77  
National Mill Supply, Inc.

Ruth Winget  
Ruth Winget - Buyer

# CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES  
ROOM 950 CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

Graybar Electric Company  
5425 Distribution Drive  
Fort Wayne, Indiana 46825

ORIGINAL  
PURCHASE ORDER NO. **9326**

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE October 19, 1977

SHIP TO —

City Street Lighting Dept.  
1701 South Lafayette Street  
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO —  
**CITY UTILITIES**

**GENERAL ACCOUNTING**  
**4th FLOOR CITY-COUNTY BUILDING**  
**NUMBER ONE EAST MAIN STREET**  
**FORT WAYNE, INDIANA 46802**

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	AMOUNT W.O. NO.	UNIT PRICE	TOTAL
	100,000	Ft. 2/C #4 Alum Wire- 600 Volt XLP Insulated - Yellow and Black	154.01	132.15/M ft.	\$13,215. 00
<p><b>APPROVED</b> <i>Henry P. Weber</i> <b>Board of Public Works</b> <b>APPROVED</b> <i>Edward W. Lamm</i> <b>City Manager</b> <i>Max G. Scott</i></p> <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p>Per Quote #0026 Net 30 F.O.B. S/P Freight Allowed Ship: 8 - 10 weeks A.R.O. week of 12/19/77 or sooner</p>					
		RW/pl #77-118			

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY \_\_\_\_\_  
CITY UTILITIES PURCHASING AGENT

REFER TO CONDITIONS ON REVERSE SIDE

FORM U.S.

# CITY UTILITIES

## PURCHASE REQUISITION

5425 Distribution  
D.  
46825

Date 10-5-77

Please order the following Material for Delivery as Specified:

To be delivered to CITY STREET LIGHTING - 170' LA CAYETTE Reg. No. 77-118

On or before \_\_\_\_\_ P. O. No. 937

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED CC
<u>100,000</u>	<u>2/c. #4 ALUM WIRE - 600 VOLT.</u>	<u>15401</u>	
	<u>XLP INSULATED - YELLOW AND</u>		
	<u>P.L.A.C.</u>	<u>#132.15/m ft.</u>	
<u>Subj. to Councilmanic Approval.</u>			<u>\$13,215</u>
	<u>Per Quote #0026</u>		
	<u>Net 30</u>	<u>7.O.B. 5/P Int. allowed</u>	
	<u>RUSH</u>	<u>Ship 8-10 wks.</u>	
	<u>MAINT. &amp; STOCK</u>	<u>A.R.O. week 12/19/77</u>	
REMARKS:	<u>CEO CKD</u>		
	<u>10-6-77 10/7/77</u>		

I hereby certify that the work or supplies above specified are necessary for stock or use in this department.

Department

Street Lighting

John T. Shoulders  
Dept. Head

Charge Light

Water

Sewage

Re

<u>Tabulation of Bid Quote</u> Bid Reference No.: <u>0026</u> Closing Date: <u>10/17/77</u> <u>Street Lighting</u>	100,000 ft. 2/C #4 Alum Wire 600 Volt XLP Insulated Yellow-Black	<u>Total</u>	
Westinghouse Electric	143.49/M Ft.	\$14,349.00	
General Electric Supply	139.70/M Ft.	\$13,970.00	
Graybar Electric Co.	132.15/M Ft.	\$13,215.00	
National Mill Supply	144.99/M Ft.	\$14,499.00	
All Phase Electric	No Bid		
Central Supply Company	145.95/M Ft.	\$14,595.00	



**General  
Electric  
Supply  
Company**

A DIVISION OF GENERAL ELECTRIC COMPANY

NAME OF PROJECT

0026

QUOTATION NO. 400-0017771

DATE 10/17/77

TERMS -

% CASH DISCOUNT AS SHOWN BY ITEM  
10th PROX - NET 11th PROX

Unless otherwise stated, this quotation expires 30 days from its date, may be modified or withdrawn by General Electric Supply Company (GESCO) prior to any acceptance and supersedes all previous quotations and agreements relating to this transaction. All communications should refer to the quotation number and be addressed to our office at:

3030729 N. A.  
FORT WAYNE CITY  
DEPARTMENT OF PURCHASE  
CITY COUNTY BLDG 1 EAST MAIN  
FT WAYNE IND 46802  
1/74

SALE OF ANY GOODS COVERED BY THIS QUOTATION IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE OF THIS QUOTATION AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO. ANY ORDER OR ANY STATEMENT OF INTENT TO PURCHASE ANY SUCH GOODS OR ANY DIRECTION TO PROCEED WITH ENGINEERING, PROCUREMENT, MANUFACTURE OR SHIPMENT SHALL CONSTITUTE ASSENT TO SAID TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SET FORTH IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND WILL NOT BE BINDING UPON GESCO UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GESCO.

#### BUYER'S REQUIREMENTS

Goods included in this quotation are based on GESCO's interpretation of the plans and specifications and are subject to verification by the Buyer.

Unless noted as approved, items quoted as substitutes or alternates are for consideration only. The Buyer shall assume all responsibility for obtaining Architect's and/or Engineer's approval of all items quoted as substitutes or alternates.

Unless otherwise noted, lighting quotations do not include any item not included in the named manufacturer's catalog number; such as lamps, stems, canopies, plaster frames, ceiling spacers, junction boxes, miscellaneous mounting devices, radio suppressors, external fusing and auto reset ballasts. Fixture quantities, if shown are approximate.

#### PRICES AND TERMS

Unless otherwise noted, all prices quoted are subject to change without notice.

Prices quoted do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer.

All items quoted freight allowed pertain to particular items and quantities. Any deviation after placement of order such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable.

Unless otherwise noted, all sales are made f.o.b. point of shipment with freight allowed to common free delivery point nearest destination within the United States, except Alaska and Hawaii. In all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Buyer.

Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to GESCO.

If more than one item of a named manufacturer is listed, prices quoted are based on receiving an order for all those items.

(SEE REVERSE SIDE FOR STANDARD TERMS AND CONDITIONS OF SALE)



## STANDARD TERMS AND CONDITIONS OF SALE

Sale of any goods covered by this quotation is expressly conditioned upon the terms and conditions contained or referred to herein, including those set forth on the reverse side and those contained in any attachments hereto. Any order or any statement of intent to purchase any such goods or any direction to proceed with engineering, procurement, manufacture or shipment shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in Buyer's purchase order or similar communication are objected to and will not be binding upon General Electric Supply Company (GESCO) unless specifically assented to in writing by an authorized representative of GESCO management.

1. **PRICES AND TERMS** — Unless otherwise noted, all prices by GESCO are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer.

Unless otherwise noted, all sales are made f.o.b. point of shipment with freight allowed to common free delivery point nearest destination within the United States, except Alaska and Hawaii; in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer.

All items shown, as freight, allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable.

Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to GESCO.

2. **DELIVERY** — Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and shall not be deemed to represent fixed or guaranteed shipping dates.

GESCO shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform, by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.

3. **PAYMENT AND FINANCIAL CONDITION** — Each shipment or delivery shall be deemed to have been sold under a separate and independent contract.

Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of GESCO, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, GESCO reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture or shipment. GESCO reserves the right to suspend its performance until such payment or adequate assurance of performance has been received.

Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants GESCO a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.

4. **WARRANTIES** — Goods distributed by GESCO are the products of reputable manufacturers. GESCO shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of GESCO. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN OR IMPLIED, OR STATUTORY, relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

5. **LIMITATION OF LIABILITY** — GESCO's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. GESCO shall not, under any circumstances, be liable for any labor charges without the prior written consent of GESCO.

GESCO shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

If GESCO furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject GESCO to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

6. **HAZARDOUS BUSINESS** — Unless otherwise agreed in writing by an authorized representative of GESCO management, goods sold hereunder are not intended for use in connection with any nuclear facility or any other hazardous activity such as commercial or military aircraft, missile installation, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. If so used, GESCO disclaims all liability for any nuclear damage, contamination or other injury and Buyer shall indemnify and hold GESCO harmless from such liability whether as a result of breach of contract, warranty, tort (including negligence) or other grounds. Neither GESCO nor its suppliers shall have any liability to the Buyer or its insurers, whether based on contract, warranty, tort (including negligence) or other grounds for on-site damage to any property located at a nuclear facility.

7. **TERMINATION** — Buyer may terminate an order only by mutual agreement based upon payment to GESCO of reasonable and proper termination charges.

8. **RETURNED GOODS** — Goods may not be returned without the prior written consent of GESCO.

9. **ASSIGNMENT** — The delegation or assignment by Buyer of any or all of its duties or rights hereunder without the prior written consent of GESCO shall be void.

10. **GENERAL** — All orders are subject to acceptance by management of the district or local house of GESCO serving the Buyer. Any representation, affirmation of fact and course of dealings, promise or condition in connection therewith or usage of trade not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding upon GESCO unless specifically assented to in writing by an authorized representative of GESCO management.



DEPARTMENT OF PURCHASES

One Main Street  
Fort Wayne, Indiana 46802

RECEIVED  
OCT 10 1977

Date October 7, 1977

Request for Quotation No. 0026

To be considered your quotation must be received by M. October 17, 1977

To:  
General Electric Supply  
5311 Distribution Drive  
Fort Wayne, Indiana 46825

Quantity	Unit	Unit Price	Trade Disc.	Extens
3,000	2/C #4 Alum. Wire - 600 Volt XLP Insulated - Yellow and Black  <i>ON 2500' or 5000' Reels</i>	<i>13970</i> M	<i>Net</i>	<i>139700</i>
Mark Quotation Envelope, "Quote No. <u>0026</u> Due Date <u>10-17-77</u> "				

Following Must Be Complete

Items: *2700' of wire*  
O.B. - Indicate Which of Following (Check)

Destination: \_\_\_\_\_

Shipping Point

Freight Allowed: ☒

Shipping Point: \_\_\_\_\_

Shipping Schedule: 8-10 week

Shipping Weight: \_\_\_\_\_

Signed: *Dale Edmund*

Date: 10/17/77

*Ruth Winget*  
Ruth Winget - Buyer

TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES PURCHASE ORDER NO. 9326 - GRAYBAR ELECTRIC CO.

\$13,215.00

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S-77-11-10*

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 9326 IN THE AMOUNT OF \$13,215.00 TO

GRAYBAR ELECTRIC COMPANY FOR 100,000' ALUM WIRE XLP INSULATED, YELLOW & BLACK FOR THE CITY

STREET LIGHTING DEPT.

(PRIOR APPROVAL ACQUIRED OCT. 26, 1977)

(PURCHASE ORDER ATTACHED)

EFFECT OF PASSAGE CONTINUATION OF STREET LIGHTING CONSTRUCTION

EFFECT OF NON-PASSAGE INABILITY TO INSTALL OR MAINTAIN STREET LIGHTING IN CITY OF FT. WAYNE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$13,215.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE \_\_\_\_\_

*Bureau*